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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

JOSEPH MLODZIANOWSKI,

Plaintiff,

v.

BRIAN MARKUS,

Defendant.

No. 2:21-cv-01295 JAM DB

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

1 Discovery in this action is likely to involve production of confidential,
2 proprietary or private information for which special protection from public disclosure
3 and from use for any purpose other than prosecuting this litigation may be warranted.
4 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
5 Stipulated Protective Order. The parties acknowledge that this Order does not confer
6 blanket protections on all disclosures or responses to discovery and that the protection
7 it affords from public disclosure and use extends only to the limited information or
8 items that are entitled to confidential treatment under the applicable legal principles.

9 **B. GOOD CAUSE STATEMENT**

10 This action is likely to involve trade secrets, and other valuable research,
11 development, commercial, financial, technical and/or proprietary information for
12 which special protection from public disclosure and from use for any purpose other
13 than prosecution of this action is warranted. Such confidential and proprietary
14 materials and information consist of, among other things, confidential business or
15 financial information, information regarding confidential business practices, or other
16 confidential research, development, or commercial information (including information
17 implicating privacy rights of third parties), information otherwise generally unavailable
18 to the public, or which may be privileged or otherwise protected from disclosure under
19 state or federal statutes, court rules, case decisions, or common law. Accordingly, to
20 expedite the flow of information, to facilitate the prompt resolution of disputes over
21 confidentiality of discovery materials, to adequately protect information the parties are
22 entitled to keep confidential, to ensure that the parties are permitted reasonable
23 necessary uses of such material in preparation for and in the conduct of trial, to address
24 their handling at the end of the litigation, and serve the ends of justice, a protective
25 order for such information is justified in this matter. It is the intent of the parties that
26 information will not be designated as confidential for tactical reasons and that nothing
27 be so designated without a good faith belief that it has been maintained in a
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1 confidential, non-public manner, and there is good cause why it should not be part of
2 the public record of this case.

3 **2. DEFINITIONS**

4 2.1 Action: the above-captioned lawsuit pending in the United States District
5 Court for the Eastern District of California, case number 2:21-CV-01295-JAM-DB.

6 2.2 “ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive
7 “CONFIDENTIAL” Information or Items, the disclosure of which to another Party or
8 Non-Party would create a substantial risk of serious harm that could not be avoided by
9 less restrictive means.

10 2.3 Challenging Party: a Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 2.4 “CONFIDENTIAL” Information or Items: information (regardless of how
13 it is generated, stored or maintained) or tangible things that qualify for protection under
14 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
15 Statement.

16 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
17 support staff).

18 2.6 Designating Party: a Party or Non-Party that designates information or items
19 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
20 “ATTORNEYS’ EYES ONLY.”

21 2.7 Disclosure or Discovery Material: all items or information, regardless of the
22 medium or manner in which it is generated, stored, or maintained (including, among
23 other things, testimony, transcripts, and tangible things), that are produced or generated
24 in disclosures or responses to discovery in this matter.

25 2.8 Expert: a person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
27 expert witness or as a consultant in this Action.

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1 2.9 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association or
5 other legal entity not named as a Party to this action.

6 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
7 this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm that has
9 appeared on behalf of that party, and includes support staff.

10 2.12 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
18 their employees and subcontractors.

19 2.15 Protected Material: any Disclosure or Discovery Material that is designated
20 as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

21 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 **3. SCOPE**

24 The protections conferred by this Stipulation and Order cover not only Protected
25 Material (as defined above), but also (1) any information copied or extracted from
26 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
27 Material; and (3) any testimony, conversations, or presentations by Parties or their
28 Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the orders of the trial
2 judge. This Order does not govern the use of Protected Material at trial.

3 **4. DURATION**

4 Once a case proceeds to trial, information that was designated as
5 CONFIDENTIAL or ATTORNEYS' EYES ONLY or maintained pursuant to this
6 protective order used or introduced as an exhibit at trial becomes public and will be
7 presumptively available to all members of the public, including the press, unless
8 compelling reasons supported by specific factual findings to proceed otherwise are
9 made to the trial judge in advance of the trial. *See Kamakana v. City and County of*
10 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing "good cause"
11 showing for sealing documents produced in discovery from "compelling reasons"
12 standard when merits-related documents are part of court record). Accordingly, the
13 terms of this protective order do not extend beyond the commencement of the trial.

14 **5. DESIGNATING PROTECTED MATERIAL**

15 5.1 Materials that contain sensitive information may be designated as
16 "CONFIDENTIAL" or as "ATTORNEYS' EYES ONLY." Material may be
17 designated as "CONFIDENTIAL" only to the extent that it contains (1) confidential
18 information that if disclosed to competitors, customers, suppliers, other contracting
19 parties, or other third parties with whom the producing party or the person whose
20 information is being produced is doing business, could result in a material commercial
21 harm to the producing party or the person whose information is being produced, or
22 would give competitors, customers, suppliers, other contracting parties, or other third
23 parties with whom the producing party or the person whose information is being
24 produced is doing business commercial advantage, (2) information subject to pre-
25 existing statutory, regulatory, administrative, or confidentiality obligations, or (3) non-
26 public, financial information.

27 Material may be designated as "ATTORNEYS' EYES ONLY" only to the
28 extent that it contains extremely sensitive "CONFIDENTIAL" information or items

1 that are (1) trade secrets, (2) highly sensitive technical information, or (3) highly
2 sensitive customer or business-related financial information or personal information,
3 and that the disclosure of which would create a substantial risk of serious harm to the
4 producing party or the person whose information is being produced that could not be
5 avoided by less restrictive means. “ATTORNEYS’ EYES ONLY” materials must
6 remain in the possession of counsel at all times. The producing party will make such
7 a designation only as to those documents or discovery responses that are in good faith
8 believed to contain or constitute valuable confidential, proprietary, trade secret, or
9 other sensitive information.

10 5.2 Exercise of Restraint and Care in Designating Material for Protection. Each
11 Party or Non-Party that designates information or items for protection under this Order
12 must take care to limit any such designation to specific material that qualifies under the
13 appropriate standards. The Designating Party must designate for protection only those
14 parts of material, documents, items or oral or written communications that qualify so
15 that other portions of the material, documents, items or communications for which
16 protection is not warranted are not swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate or routinized designations are prohibited. Designations
18 that are shown to be clearly unjustified or that have been made for an improper purpose
19 (e.g., to unnecessarily encumber the case development process or to impose
20 unnecessary expenses and burdens on other parties) may expose the Designating Party
21 to sanctions.

22 If it comes to a Designating Party’s attention that information or items that it
23 designated for protection do not qualify for protection, that Designating Party must
24 promptly notify all other Parties that it is withdrawing the inapplicable designation.

25 5.3 Manner and Timing of Designations. Except as otherwise provided in this
26 Order (*see, e.g.,* second paragraph of section 5.2(a) below), or as otherwise stipulated
27 or ordered, Disclosure or Discovery Material that qualifies for protection under this
28 Order must be clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
4 Producing Party affix at a minimum, the legend “CONFIDENTIAL” or
5 “ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIAL legend”), to each
6 page that contains protected material. If only a portion of the material on a page
7 qualifies for protection, the Producing Party also must clearly identify the protected
8 portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and before
12 the designation, all of the material made available for inspection shall be deemed
13 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” After the inspecting Party
14 has identified the documents it wants copied and produced, the Producing Party must
15 determine which documents, or portions thereof, qualify for protection under this
16 Order. Then, before producing the specified documents, the Producing Party must affix
17 the “CONFIDENTIAL legend” to each page that contains Protected Material. If only
18 a portion of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making appropriate markings in
20 the margins).

21 (b) for testimony given in depositions that the Designating Party identifies the
22 Disclosure or Discovery Material on the record, before the close of the deposition all
23 protected testimony.

24 (c) for information produced in some form other than documentary and for
25 any other tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the legend
27 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If only a portion or portions
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1 of the information warrants protection, the Producing Party, to the extent practicable,
2 shall identify the protected portion(s).

3 5.4 Inadvertent Failures to Designate. If a Producing Party determines that it has
4 inadvertently disclosed Confidential Information, correction and notice thereof shall be
5 made in writing, accompanied by substitute copies of the documents, materials, or
6 information appropriately designated. If timely corrected (i.e., within 14 days of
7 discovery of the inadvertent disclosure), an inadvertent failure to designate qualified
8 information or items does not, standing alone, waive the Designating Party's right to
9 secure protection under this Order for such material. Upon timely correction of a
10 designation, the Receiving Party must make reasonable efforts to assure that the
11 material is treated in accordance with the provisions of this Order.

12 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
14 of confidentiality at any time before trial in the Action, or that is otherwise consistent
15 with the operative Scheduling Order.

16 6.2 Meet and Confer. The Challenging Party shall provide notice, in writing, to
17 the Designating Party, of any challenge to the designation of confidentiality. The
18 notice shall identify the specific documents or information for which the designation is
19 being challenged. If the parties are unable to reach a resolution as to the challenge, the
20 parties shall commence the Joint Statement re Discovery Disagreement procedures set
21 forth in Local Rule 251.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on the
23 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
24 to harass or impose unnecessary expenses and burdens on other parties) may expose
25 the Challenging Party to sanctions. Unless the Designating Party has waived or
26 withdrawn the confidentiality designation, all parties shall continue to afford the
27 material in question the level of protection to which it is entitled under the Producing
28 Party's designation until the Court rules on the challenge.

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending or attempting to settle this Action and in any
5 appeal in this matter. Such Protected Material may be disclosed only to the categories
6 of persons and under the conditions described in this Order. When the Action has been
7 terminated, a Receiving Party must comply with the provisions of section 13 below
8 (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY”
13 Information or Items. Unless otherwise ordered by the Court or permitted in writing
14 by the Designating Party, a Receiving Party may disclose any information or item
15 designated “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
17 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
18 disclose the information for this Action;

19 (b) the Parties to this Action;

20 (c) the officers, directors, and employees (including House Counsel) of the
21 Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (d) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably necessary for this Action and who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (e) the court and its personnel;

26 (f) court reporters and their staff;

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1 (g) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (h) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (i) during their depositions, witnesses, and attorneys for witnesses, in the
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
8 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
9 not be permitted to keep any confidential information unless they sign the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
11 by the Designating Party or ordered by the court. Pages of transcribed deposition
12 testimony or exhibits to depositions that reveal Protected Material may be separately
13 bound by the court reporter and may not be disclosed to anyone except as permitted
14 under this Stipulated Protective Order; and

15 (j) any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 In the event that documents or testimony are designated as “ATTORNEYS’
18 EYES ONLY,” such information shall not be disclosed or shown to anyone other than
19 the persons described in paragraph 7.2(a), (d), (e), (f), (g), (h) or (j).

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
21 **IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation that
23 compels disclosure of any information or items designated in this Action as
24 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification shall
26 include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order to
28 issue in the other litigation that some or all of the material covered by the subpoena or

1 order is subject to this Protective Order. Such notification shall include a copy of this
2 Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order shall not produce any information designated in this action
7 as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a determination by
8 the court from which the subpoena or order issued, unless the Party has obtained the
9 Designating Party’s permission. The Designating Party shall bear the burden and
10 expense of seeking protection in that court of its confidential material and nothing in
11 these provisions should be construed as authorizing or encouraging a Receiving Party
12 in this Action to disobey a lawful directive from another court.

13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO**
14 **BE PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a Non-
16 Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES
17 ONLY.” Such information produced by Non-Parties in connection with this litigation
18 is protected by the remedies and relief provided by this Order. Nothing in these
19 provisions should be construed as prohibiting a Non-Party from seeking additional
20 protections.

21 (b) In the event that a Party is required, by a valid discovery request, to
22 produce a Non-Party’s confidential information in its possession, and the Party is
23 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
24 information, then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-
26 Party that some or all of the information requested is subject to a confidentiality
27 agreement with a Non-Party;

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1 (2) promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a
3 reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection by
5 the Non-Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court within 14
7 days of receiving the notice and accompanying information, the Receiving Party may
8 produce the Non-Party's confidential information responsive to the discovery request.
9 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
10 any information in its possession or control that is subject to the confidentiality
11 agreement with the Non-Party before a determination by the court. Absent a court
12 order to the contrary, the Non-Party shall bear the burden and expense of seeking
13 protection in this court of its Protected Material.

14 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
16 Protected Material to any person or in any circumstance not authorized under this
17 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
18 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
19 all unauthorized copies of the Protected Material, (c) inform the person or persons to
20 whom unauthorized disclosures were made of all the terms of this Order, and (d)
21 request such person or persons to execute the "Acknowledgment and Agreement to Be
22 Bound" that is attached hereto as Exhibit A.

23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
24 **OTHERWISE PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
3 parties reach an agreement on the effect of disclosure of a communication or
4 information covered by the attorney-client privilege or work product protection, the
5 parties may incorporate their agreement in the stipulated protective order submitted to
6 the court.

7 **12. MISCELLANEOUS**

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order, no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
16 Material must comply with Civil Local Rule 141 and with any pertinent orders of the
17 Court. No Confidential Information, including but not limited to transcripts,
18 depositions, exhibits, and pleadings, shall be filed with the Court or used in a hearing
19 unless the party seeking to file or use the Confidential Information has provided, at
20 least two (2) business days before the intended use, written notice to all parties and any
21 person claiming the information is Confidential Information, of its intent to use any
22 information designated as Confidential Information.

23 **13. FINAL DISPOSITION**

24 After the final disposition of this Action, as defined in paragraph 4, within 60
25 days of a written request by the Designating Party, each Receiving Party must return
26 all Protected Material to the Producing Party or destroy such material. Whether the
27 Protected Material is returned or destroyed, the Receiving Party must submit a written
28 certification to the Producing Party (and, if not the same person or entity, to the

Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Respectfully submitted,

Dated: May 5, 2022

DINSMORE & SHOHL LLP

By: /s/ Dillon D. Chen
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Attorneys for Defendant
BRIAN MARKUS

Dated: May 5, 2022

BAKER & MCKENZIE LLP

By: /s/ Christina M. Wong, as authorized on 4/29/22

Christina M. Wong
christina.wong@bakermckenzie.com

Attorneys for Plaintiff
JOSEPH MLODZIANOWSKI

ORDER

Pursuant to the parties' stipulation, IT IS SO ORDERED.

IT IS FURTHER ORDERED THAT:

1. Requests to seal documents shall be made by motion before the same judge who will decide the matter related to that request to seal.

2. The designation of documents (including transcripts of testimony) as confidential pursuant to this order does not automatically entitle the parties to file such a document with the court under seal. Parties are advised that any request to seal documents in this district is governed by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires that "[t]he 'Request to Seal Documents' shall set forth the statutory or other authority for sealing, the requested duration, the identity, by name or category, of persons to be permitted access to the document, and all relevant information." L.R. 141(b).

3. A request to seal material must normally meet the high threshold of showing that "compelling reasons" support secrecy; however, where the material is, at most, "tangentially related" to the merits of a case, the request to seal may be granted on a showing of "good cause." Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial – such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

5. With respect to motions regarding any disputes concerning this protective order which the parties cannot informally resolve, the parties shall follow the procedures outlined in Local Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex parte basis or on shortened time.

1 6. The parties may not modify the terms of this Protective Order without the court's
2 approval. If the parties agree to a potential modification, they shall submit a stipulation and
3 proposed order for the court's consideration.

4 7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of
5 the terms of this Protective Order after the action is terminated.

6 8. Any provision in the parties' stipulation that is in conflict with anything in this order is
7 hereby DISAPPROVED.

8 DATED: May 17, 2022

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issue by the United States District Court for the Eastern District of California on in the case of *Joseph Mlodzianowski v. Brian Markus*, Case No. 2:21-CV-01295-JAM-DB. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ of _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____